

**Department of the Attorney General  
State of Hawaii**

**BIDDER REGISTRATION FORM**

Bidder Number

NAME:

(LAST)

( FIRST)

(MI)

ADDRESS:

Street

City

State

Zip Code

SOCIAL SECURITY NO:

PHONE NO:

IDENTIFICATION PROVIDED:

HAWAII DRIVER LICENSE

HAWAII STATE IDENTIFICATION

OTHER

**PURCHASE AGREEMENT**

**Acknowledge purchase of the property described and agree to the general and special terms and conditions of sale.**

I understand this property is sold as is, where is, with all faults, and seller makes no warranties or guarantees whatsoever as to quantity, condition, usability, salability, authenticity of any items bearing brand-names, merchantability, fitness, and purpose. I further agree to hold the State of Hawaii and its employees or agents harmless from any bodily injuries, property damage and/or loss caused by the property or by use of the property.

I certify that I am:

Not an employee and/or immediate family member of a county police department; prosecuting attorney's office; state attorney general's office; state attorney general's department; or an employee of any other public or private agency that serves as a seizing or petitioning agency or conducts sales of forfeited property.

I understand and agree that if I violate any of the above, my purchase will be voidable, and I may be subject to criminal penalties.

X \_\_\_\_\_  
(bidder signature)

## TERMS AND CONDITIONS

ALL PERSONS ATTENDING THE SALE ARE RESPONSIBLE TO READ, UNDERSTAND, AND COMPLY WITH THE TERMS OF SALE AS SPECIFIED HEREIN AND AGREE TO BE BOUND THEREBY.

**REGISTRATION:** All persons who intend to bid must register prior to the commencement of the auction and must present identification with a picture ID such as a valid driver's license, State ID card, student ID card, and/or a passport. Social Security cards, bus passes, and credit cards with a picture is NOT sufficient identification for purposes of this auction. Catalogs and bidder cards will be issued only upon registration. Each registered bidder is solely responsible for the use of his/her bidder number and any use by another person is presumed to be with the consent of and contractually binding on the registered bidder.

**ELIGIBILITY OF BIDDERS:** The bidder warrants that he/she is NOT 1) under the age of 18; 2) an employee and/or immediate family member of a county police department; prosecuting attorney's office; state attorney general's office; state attorney general's department; or an employee of any other public or private agency that serves as a seizing or petitioning agency or conducts sales of forfeited property.

**INSPECTION:** Bidders are urged to inspect property/merchandise/vehicle prior to bidding. Failure to inspect shall not constitute cause for cancellation of sale.

**CONDITION & DESCRIPTION:** The condition of the items being offered can vary. The buyer understands and agrees; 1) that any description is solely for identification, and does not create any warranty, expressed or implied, that the property/merchandise/vehicle actually conforms to such description; 2) all weights, measurements, values and descriptions must be considered approximations or estimations and do not create any warranty, expressed or implied; 3) that the property/merchandise/vehicle is purchased "AS IS", "WHERE IS", and "WITH ALL FAULTS". The State of Hawaii makes no warranties or guarantees whatsoever whether written, oral, or implied as to quality, quantity, condition, usability, salability, weight, measurement, year, model, mechanical condition, performance, or other specification. 4) All diamond testing conducted using the "DIAMOND GUARD" or "DIAMOND BEAM" instruments. Diamond Guard and Diamond Beam do not grade the quality of a stone.

**ADDITION OR DELETION FROM SALE:** The State of Hawaii reserves the right to withdraw from sale any of the items listed, to sell at this auction items not listed, to group or subdivide lots.

**SALE SUBJECT TO ATTORNEY GENERAL APPROVAL:** The Department of the Attorney General, State of Hawaii reserves the right to accept or reject any and all bids.

**BIDDING:** This is an open and progressive, voice auction. It is the bidder's responsibility to pay attention to items being offered for sale and to bid on items in which he/she is interested. Normally items are sold in the sequence listed in the auction catalog. Bidders are responsible to ensure that the auction catalog description or announced description of

any item they intend to purchase matches the property/merchandise/vehicle inspected. Sale of property/merchandise/vehicle will not be canceled due to bidder misunderstanding or failure to pay attention to the bidding.

**COLLUSION:** Practices that eliminate competition, such as collusive bidding, fictitious bidding, or conspiring to make a bid by acting as a "capper", "booster", or "shiller" may result in criminal penalties pursuant to Hawaii Revised Statutes §445-24 and §445-27.

**TIMELY PAYMENT:** 1) PERSONAL PROPERTY/MERCHANDISE: The successful bidder must immediately pay for the purchase of each item as it is purchased. Failure to pay within an amount of time deemed reasonable by the State of Hawaii will result in a cancellation of the original sale and a resale of the item. 2) VEHICLES: Vehicles may command a higher price than most items. Payment must be made in full immediately upon sale. Title will only be conveyed upon receipt of full payment.

**PAYMENT FORM:** Acceptable forms of payment are U.S. CASH, CERTIFIED CHECK, and CASHIER'S CHECK.

**REFUNDS:** ALL SALES ARE FINAL AND NO REFUNDS WILL BE GIVEN.

**REMOVAL:** 1) PERSONAL PROPERTY/MERCHANDISE: All personal property/merchandise must be paid for in full before removal and may be claimed prior to the completion of the auction if the removal will not cause a disturbance to the auction proceedings. 2) VEHICLES: Vehicles may be removed only upon tender of the full payment. Vehicles must be claimed by the successful bidder immediately following the auction. Vehicles shall not be driven from the site. The successful bidder must provide towing services or suitable towing equipment to remove the vehicle. No rope, chain, or strap towing will be allowed. Failure to remove vehicle with qualified towing services will cause the sale to be canceled and the deposit amount of 10% of the purchase price to be forfeited.

**DEFAULT:** Failure to make required payments or effect removal of property/merchandise/vehicle within time and manner specified shall be deemed forfeiture of any right, title, and interest bidder may have acquired, and the property/merchandise/vehicle shall revert and repossess to the State of Hawaii.

**ANNOUNCEMENTS:** Announcements may be made on the day of sale to clarify catalog descriptions or other information specific to a lot or individual property/merchandise/vehicle item. These announcements take precedence over catalog information pertinent to the property/merchandise but do not alter in any way these basic terms and conditions of sale.

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Bidder initials